

REMARKS

This confirms the interview conducted with Examiner Lewis on August 10, 2006 by Applicant's attorney. At the interview, the rejections of and objections to the claims were discussed along with the references applied in the rejections on prior art. Also, the issue of double patenting was discussed, and even though a terminal disclaimer will not change the term of any patent granted on this application, it was agreed that a terminal disclaimer be filed to assure that the owner of the invention in this application and the parent application, which has matured into a patent, will remain the same. Accordingly, a terminal disclaimer accompanies this amendment to respond to and overcome the double-patenting rejections, together with a check for \$65 for the statutory disclaimer fee.

In view of the filing of a terminal disclaimer in response to the obviousness-type double-patenting rejections of the claims, it is submitted that the double-patenting rejections are obviated, and they should be withdrawn.

The Examiner rejects Claims 1 and 8 under 35 U.S.C. 112 as being indefinite on the basis of use of the terms "horizontally" and "mesiodistally" as apparently referencing the same direction. These claims have been amended as agreed by the Examiner to substitute --mesiodistally-- for "horizontally" to overcome this rejection. Likewise, Claims 6, 7 and 8 have been amended to change "horizontally" to --mesiodistally--.

With respect to Claim 8, and the objection to the use of the phrase "standard value," the claim has been amended to delete this phrase in accordance with an agreement by the Examiner which will overcome the objection. Further the removal of the terminology

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“standard value” in Claim 8 overcomes the objection to the specification on providing antecedent basis for the claimed subject matter. However, it will be understood that the phrase “standard value” relative to relating to “in/out compensation” is well known and inherent in the orthodontic field. Thus, a person of ordinary skill in the art would readily understand the meaning of this terminology.

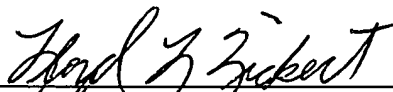
The Examiner rejected Claim 8 as anticipated by Wong 5,810,584. It was agreed by the Examiner that the Wong patent disclosed a bracket that was designed to have a non-sticky or non-tacky surface. It was also agreed by the Examiner that the inclusion in the claims of limiting the second layer of uncured polymer resin to defining a tacky surface for ready mounting on a tooth would differentiate patentably over Wong and would make Claim 8 patentable. Accordingly, as above noted, this amendment has been made to Claim 8, and since Wong does not teach or suggest this feature, it is submitted Claim 8 is patentable and its allowance should be granted.

While Claims 1, 6 and 7 were rejected on other references in view of Wong, inasmuch as these claims have also been amended to limit the second layer of uncured resin as having a tacky surface for ready mounting of the bracket on a tooth, the rejections of Claims 1, 6 and 7 that included Wong have been overcome. The other references cited in the rejections of Claims 1, 6 and 7, being the Kesling '853 patent and the Damon '118 patent, do not teach or disclose the present invention as set forth in the claims. It was agreed at the interview that the amendments made herein would overcome the rejections on prior art and render the claims patentable.

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In view of the foregoing and in the absence of more pertinent art, the claims in this application are submitted as being patentable, and their allowance is respectfully solicited.

Respectfully submitted,

A handwritten signature in cursive script, reading "Lloyd L. Zickert", written over a horizontal line.

Lloyd L. Zickert
Reg. No. 17,807

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Lloyd L. Zickert
79 West Monroe Street
Chicago, IL 60603
(312) 236-1888